

1997-98 SESSION  
COMMITTEE HEARING  
RECORDS

Committee Name:

Joint Committee on  
Finance  
(JC-Fi)

Sample:

- Record of Comm. Proceedings
- 97hrAC-EdR\_RCP\_pt01a
- 97hrAC-EdR\_RCP\_pt01b
- 97hrAC-EdR\_RCP\_pt02

- Appointments ... Appt
- 
- Clearinghouse Rules ... CRule
- 
- Committee Hearings ... CH
- 
- Committee Reports ... CR
- 
- Executive Sessions ... ES
- 
- Hearing Records ... HR
- 
- Miscellaneous ... Misc
- 97hr\_JC-Fi\_Misc\_6-23-98 Mtg\_pt04
- Record of Comm. Proceedings ... RCP
-

June 23, 1998

13.10 mty

May 24, 1998

AGREEMENT BETWEEN TEXAS COUNTY/CITY JAILS  
AND WISCONSIN DEPARTMENT OF CORRECTIONS  
FOR THE TEMPORARY HOUSING OF INMATES

DRAFT

THIS AGREEMENT, is made and entered into by and between Texas Counties of Palo Pinto, Comanche, Red River, Titus, Franklin, Morris, Van Zandt, Bowie, Lamar, Henderson, and Upshur (Counties), City of Mansfield and the DEPARTMENT OF CORRECTIONS, STATE OF WISCONSIN (the Department), pursuant to Wisconsin Statutes 302.27 and 302.31.

WITNESSETH:

WHEREAS, the Department seeks temporary housing for inmates in the custody of the Department,

WHEREAS, the Counties/City have jail beds available for the temporary housing of inmates,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. Duration, Termination and Revisions

This agreement shall be in effect from July 1, 1998 through June 30, 1999 and may be terminated upon 30 days written notice to the other party and may be amended or extended for one year increments upon the written agreement of the parties. Extension will be based on availability and appropriation of funds and continued availability of beds.

2. Agreement Administrators

All notices, reports, and correspondence to the respective parties of this agreement shall be sent to the following:

TEXAS COUNTIES/CITY

Rodney Jeanis  
P.O. Box 630  
Granbury, TX 76048

DEPARTMENT OF CORRECTIONS

Dick Verhagen  
Administrator  
Division of Adult Institutions  
149 E. Wilson Street  
Madison, WI 53707

Sharon Zunker Director  
Bureau of Health Services  
Division of Adult Institutions  
149 E. Wilson Street  
Madison, WI 53707

3. Right of Inspection

The Department shall have the right to inspect the County/City Jails at all reasonable times in order to determine that appropriate standards of care and discipline are being met.

4. Vacancies

The Counties/City hereby agree to make available to the Department up to 1,240 beds for inmates. Transfer of inmates from the Department to the Counties/City will be dependent on bed space available at the County/City Jails.

5. Selection

The Department will provide inmates for placement according to mutually agreed upon criteria as specified in Attachment 1.

The Counties/City expressly maintain the right to reject any inmate brought to the County/City Jails by the Department if said inmate exhibits medical or behavior problems of such a nature, as determined by the County Sheriff/Chief of Police or his or her duly authorized representative, as to make said inmate unacceptable.

The Department may retake any inmate at any time and replace or not replace such inmate with another.

The Counties/City will conduct an inventory of each inmate's personal property when the inmate is received. Unauthorized or excess property will be properly stored at the County/City Jail or disposed of consistent with the jail rules and at the inmate's expense.

6. Responsibility for the Custody of Offenders

It shall be the responsibility of the Counties/City to confine inmates from the Department in appropriate penal surroundings, consistent with the requirements of federal and applicable state laws, and regulations governing the operations of county/city jails. But nothing herein contained shall be construed to require the Counties/City to provide

additional treatment, facilities or programs for any inmate confined pursuant to this agreement which it does not provide for similar inmates not confined pursuant to said agreement.

7. Medical Services

- (A) Inmates from the Department shall receive such medical, optometric, psychiatric and dental diagnosis and treatment as may be necessary to safeguard their physical and mental health and comply with the requirements of federal and Wisconsin/Texas state laws. The medical, optometric, psychiatric and dental diagnosis and treatment received by inmates from the Department shall not be less than that which is provided by the Counties/City to other inmates of the County/City Jails. Except in the case of an emergency, the Counties/City shall contact the designated coordinator, identified in Attachment 1, for prior written approval for the medical, psychiatric, or dental expenses for which the Department is responsible under the terms of this contract.

In an emergency, the Counties/City may proceed with the necessary treatment without prior approval, but in every case the Counties/City shall notify the designated coordinator as soon as practicable thereafter and furnish full information regarding the nature of the illness or injury, the type of treatment provided or to be provided, and the estimated cost thereof to be borne by the Department. If the emergency requires extended hospitalization and 24 hour security coverage and the inmate's condition prohibits transportation to a Department provider, the costs of the required security coverage will be the responsibility of the Department. The Counties/City shall secure approval to incur charges and submit bills for such services to the Department in accordance with procedures set forth in Attachment 1.

- (B) The Counties/City shall make every reasonable effort to utilize only those medical services providers which provide appropriate health care services at a reasonable cost.
- (C) When medical, psychiatric or dental care requires the removal of the inmate from the jail for forty-eight (48) hours or longer, the inmate shall be removed only after notification to the Department. The Counties/City shall notify the Department in accordance with procedures set forth in Attachment 1. In the event of an emergency which does not permit prior notification, the Counties/City shall notify the Department as promptly thereafter as practicable.
- (D) All necessary precautions shall be taken to assure the safekeeping of the inmate while absent from the normal place of confinement. Necessary custodial supervision shall be provided by the Counties/City.

(E) Any costs of medical, optometric, psychiatric or dental care equipment, medication, supplies, diagnostics, and services shall be considered normal costs incidental to the operation of the County/City Jails and shall be paid by the Counties/City, if the service is provided by the jail as part of the health or correctional program thereof and if the inmate requires no special medication, drugs, equipment, anesthetics, surgery, or nursing care in addition to that commonly provided by the jail. The cost of any special service, medication, equipment or nursing care not commonly provided by the jail and approved by the Department shall be chargeable to the Department. The Counties/City shall secure approval and submit bills for nursing and other special services to the Department in accordance with procedures contained in Attachment 1.

(F) If an inmate's behavior indicates a possible need for mental health treatment, the Department shall be notified of the situation. If it is determined that the inmate requires mental health treatment that is not available in the Counties/City the Department shall transfer the prisoner to one of its own facilities.

In event of a mental health related emergency, the Department shall transfer the inmate as soon as practicable.

(G) Dental services for which the Department is responsible for payment shall not exceed services necessary for the relief of continuous pain or acute infection.

(H) Pharmaceuticals not normally provided by the jail shall be provided per the County's/City's contract on pharmaceuticals and billed to the Department on a quarterly basis.

(I) Copies of health care records or health care related records shall be provided to the Department upon request. Summaries of health care or certified copies of Department medical records for each Department inmate in the County/City jails shall be provided to the Counties/City health care provider. The summaries or copies of records remain the property of the Department and may not be altered in any way. When an inmate is removed from the jail by the Department, escapes or is discharged or released by the Department, the summary or any record shall be returned to the Department. The Counties/City shall not make copies of the summary or any record except as needed for the delivery of health care services.

## 8. Inmate Services

(A) Participation of the Departments inmates in services available to other jail inmates shall be subject to the regular discipline imposed upon jail inmates participating in the particular service. However, nothing contained herein shall be

construed to permit or require any inmate of the Department to participate in any training, industrial or other work programs contrary to the rules of the Department.

9. Discipline

The Counties/City shall have physical control over and power to exercise disciplinary authority over all inmates from the Department. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of punishment prohibited by the rules of the Department or by other provisions of law. The Counties/City shall provide the necessary records, written documentation, and presentation of the facts regarding specific inmate behaviors that are subject to the program review processes of the Department.

10. Laws and Regulations for Inmate Conduct

Inmates, while in the custody of the Counties/City, shall be subject to all the provisions of law and regulations applicable to persons sentenced for violations of law to the County/City Jails not inconsistent with the sentence imposed. In circumstances where an inmate has engaged in conduct that could result in discipline under the Departments Administrative Code, and the Counties/City desire removal of the inmate, the Department may discipline the inmate under its rules.

11. Records and Reports from the County Sheriff

- (A) At such intervals as requested, the County Sheriff/Chief of Police shall furnish the Department a report giving a summary of the inmate's adjustment since the last requested report, including a recommendation for retention or return. All such reports shall be forwarded to the Department.
- (B) The Counties/City will notify by telephone the designated contact person identified in Attachment 1 of any incident involving Department inmates relating to an inmate's death, serious illness or injury requiring hospitalization, escape (including attempt), attempted suicide, and assault on staff or other inmate within 24 hours of the occurrence. When the County's/City's investigation/fact finding report is completed, a copy shall be forwarded to the designated contact person identified in Attachment 1.
- (C) The Sheriff/Chief of Police shall keep all necessary and pertinent records concerning such inmates in a manner agreed between the Contract Administrators. During the inmate's confinement at the County/City Jails, the Department shall be furnished with copies of any such record or records upon request. Except 7(i), page 4, nothing herein contained shall be construed to

prevent the Counties/City from keeping copies of any such record or records upon and after termination of confinement.

12. Removal from Institution

An inmate from the Department confined in the County/City Jails shall not be removed or furloughed therefrom by any person without an order from the Department. The Department will reimburse costs incurred by the Counties/City for transportation and/or security supervision related to approved removal of an inmate if the Department is unable to provide transportation and security supervision. This provision shall not apply to removal of the inmate for medical, dental, psychiatric treatment, discipline, or for a catastrophe or condition presenting imminent danger to the safety of the inmate or movement between facilities. In the case of any removal for such causes, the Counties/City shall inform the Department of the whereabouts of the inmate or inmates so removed at the earliest practicable time and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

13. Hearings

The County/City Jails shall provide adequate facilities for any hearing by authorities of the Department, to which an inmate may be entitled by the rules of the Department.

14. Inter-Institutional Transfer

Notwithstanding any provisions herein to the contrary, the Counties/City may transfer an inmate between facilities under this contract with written notification to the Department.

Any custody classification which permits movement outside the confines of the jail shall require prior written approval of the Department.

15. Escape

In case any such inmate shall escape from custody of the County/City Jail, the County Sheriff/Chief of Police will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the Department. The Counties/City shall have the primary responsibility for and authority to direct the pursuit and retaking and prosecution of inmates within its own territory. Any costs in connection therewith shall be chargeable to and borne by the Counties/City.



16. Death of an Inmate

- (A) In the event of the death of an inmate from the Department, the medical examiner, coroner, or other official having the duties of such an office in the Counties/City shall be notified. The Department shall receive copies of any records made for or in connection with such notification.
- (B) The County Sheriff/Chief of Police shall immediately notify the Department of the death of an inmate, furnish information as requested, and follow the instructions of the Department with regard to the disposition of the body. The body shall not be released except on order of the Department.
- (C) In the event of the death of an inmate from the Department, the Sheriff/Chief of Police shall order an autopsy to be performed. The Sheriff/Chief of Police shall submit costs for an autopsy to the Department for reimbursement.
- (D) The County Sheriff/Chief of Police shall send a certified copy of the death certificate for any of the Department's inmates who have died while in the County/City Jail to the Department. A copy of the autopsy report shall be sent to the Department.

17. Expenses Attendant Upon Release

The provision of transportation and any other supplies upon release of an inmate shall be at the expense of the Department and shall be in accordance with its laws and rules.

18. Retaking of Inmates

The Department will be responsible for arranging for the transportation of Department inmates housed in the County/City Jails to Department facilities. The inmate's personal property will be inventoried before transit and Department files associated with the inmate will be delivered to the transportation officer at the time of the transit.

The Department agrees to review any request by the Counties/City for the retaking of any particular inmate. It is the intent of the parties that such requests be granted under extraordinary and unusual circumstances.

Within thirty (30) days of receipt of notice of termination of this agreement by either party, the Department shall remove its inmates.

Officers of the Department may with proper advance written or oral notification enter the County/City Jails and there apprehend and retake any inmate. The Department employees will produce positive employee photo identification issued by the Department and written identification of the person to be retaken. The decision of the Department to retake an

inmate shall be conclusive upon and not reviewable by the Counties/City; provided, however, that if at the time when the Department seeks to retake an inmate there should be pending against the inmate within the County/City Jail any criminal charge, or the inmate should be suspected of having committed within such status a criminal offense, the inmate shall not be taken without the consent of the County Sheriff/Chief of Police until discharged from prosecution or from imprisonment for such offense.

19. Photography and Publicity

Requests for interviews and information regarding Department inmates shall be referred to the Department. However, information of public record, such as sentence data or information concerning the escape of an inmate, may be given directly to the press by the County Sheriff/Chief of Police. The County Sheriff/Chief of Police may photograph Department inmates as a means of identification for official use only.

20. Cost and Reimbursement

- (A) In addition to cost and reimbursement required by other provisions of this agreement, the Department shall pay to the Counties/City \$39.96 per day per inmate for the custody of Department inmates.

The Counties/City shall submit an invoice to the designated contact person within the Department as identified in Attachment 1, on a monthly basis for the cost of occupied beds. The invoice will identify the inmate's name and DOC identification number, date of arrival, date of departure, total days in custody and total cost. Payment will be made for the day of the inmate's arrival but not the day of the inmate's departure. Payment under this contract will be made only for those inmates approved for transfer to the County/City Jails from the Department's Office of Offender Classification. The Department of Corrections shall send payment to the county/city within 30 days of receipt of invoice.

- (B) The Counties/City agree in return for this payment to provide lodging facilities and programs for said inmates. The Counties/City will provide constant monitoring of the premises at all times that inmates are at the facility. The Counties/City will provide three (3) meals per day at normal meal times. The meals will be nutritious, given in the morning, afternoon and evening. At least two (2) of these meals will be hot meals. The Counties/City will also provide the basic necessities to the Department's inmates including but not limited to beds, clean bedding, personal hygiene items, toilet facilities, recreation facilities as may be available, canteen facilities, visiting facilities, library/law library and other program services that may be available.

Department inmates shall also have access to all volunteer programs/activities and chaplaincy directed programs, crisis intervention and social services treatment available to other inmates in the County/City Jail.

- (C) The Counties/City will provide the necessary program space required to conduct any supplemental treatment programs arranged by the Department.
- (D) The Counties/City will provide all Department inmates an institution account and institutions needs pay of \$3.20 per week (5 days at \$ .64/day) when in general population status.

21. Responsibility for Legal Proceedings

- (A) The Department will undertake to defend any action or proceeding involving the legality of revocations or sentence computations of any of its inmates or the placement or removal of inmates in the County/City Jails. The Counties/City shall be reimbursed for any expense it may incur in connection therewith.
- (B) The Counties/City agree to defend at its expense any action or proceeding arising out of confinement in the County/City Jails which involves conditions of confinement or action of County/City employees.

22. Non-Discrimination

In connection with the performance of work under this Agreement, the Counties/City agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Stats., sex orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Counties/City further agree to take affirmative action to ensure equal employment opportunities. The Counties/City agree to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department's contracting officer setting forth the provisions of the non-discrimination clause.

23. Disputes

Any dispute arising out of the provisions of this Agreement which cannot be settled through discussion between the Agreement Administrators, shall be subject to arbitration as provided in Chapter 788, Wis. Stats.

24. Rights of Benefits

Nothing in this agreement shall be construed to provide or create any rights or benefits to any of the Department's inmates.

25. Conditions of the Parties Obligations

- (A) This Agreement is contingent with Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of purchaser shall serve to revise or terminate this agreement without penalty, except as further agreed to by the parties hereto.
- (B) The Counties/City and the Department understand and agree that no clause, term or condition of this agreement shall be construed to supersede the lawful powers or duties of either party.
- (C) Nothing in this agreement shall be construed to affect the internal relationships of the subdivisions, offices, departments or agencies of the parties.
- (D) It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

IN WITNESS THEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the Counties/City and the Department.

*Department of Corrections*  
*State of Wisconsin*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael J. Sullivan Secretary  
Department of Corrections

*Palo Pinto County, Texas*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Larry L. Watson, Sheriff  
Palo Pinto County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Phillip Meyers Garrett, County Attorney  
Palo Pinto County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Honorable Mickey West  
Palo Pinto County Judge

*Comanche County, Texas*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Billy J. Works, Sheriff  
Comanche County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Charles Williams, County Attorney  
Comanche County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Honorable John Mack Weaver  
Comanche County Judge

*Red River County, Texas*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bob Edrington, Sheriff  
Red River County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jack Herrington, County Attorney  
Red River County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Honorable L. D. Williamson  
Red River County Judge

*Titus County, Texas*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ricky Poole, Sheriff  
Titus County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tim Taylor, County Attorney  
Titus County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Honorable Danny Crooks  
Titus County Judge



*Franklin County, Texas*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Charles White, Sheriff  
Franklin County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dan Parchman, County Attorney  
Franklin County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Honorable Wayne Foster  
Franklin County Judge

*Morris County, Texas*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
C. R. (Ricky) Blackburn, Sheriff  
Morris County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Richard Townsend, County Attorney  
Morris County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Honorable Vanoy Boozer  
Morris County Judge

*Bowie County, Texas*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mary Choate, Sheriff  
Bowie County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bobby Lockhart, Criminal District Attorney  
Bowie County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Honorable James M. Carlow  
Bowie County Judge

*Van Zandt County, Texas*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeryl Cockerham, Sheriff  
Van Zandt County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Leslie Dixon, Criminal District Attorney  
Van Zandt County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Honorable Rick Lawrence  
Van Zandt County Judge

*Lamar County, Texas*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
B. J. McCoy, Sheriff  
Lamar County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kerye Ashmore, County Attorney  
Lamar County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Honorable Chuck Superville  
Lamar County Judge

*Henderson County, Texas*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Howard B. Alfred, Sheriff  
Henderson County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Lawrence E. Heffington, County Attorney  
Henderson County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Honorable Tommy G. Smith  
Henderson County Judge

*Upshur County, Texas*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
R. D. "Buck" Cross, Sheriff  
Upshur County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tim Cone, District Attorney  
Upshur County, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Honorable Charles L. Still  
Upshur County Judge

*City of Mansfield, Texas*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Steven Noonkester, Chief of Police  
City of Mansfield, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David Harry, Mayor  
City of Mansfield, Texas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Fielding, Barrett & Taylor, City Attorneys  
City of Mansfield



Attachment 1

OPERATIONAL AGREEMENT FOR TASKS, WORKLOAD, CONTACTS, AND  
RESPONSIBILITIES FOR THE TEMPORARY HOUSING OF DEPARTMENT OF  
CORRECTIONS INMATES AT PALO PINTO, COMANCHE, RED RIVER, TITUS,  
FRANKLIN, MORRIS, VAN ZANDT, BOWIE, LAMAR, HENDERSON AND UPSHUR  
COUNTIES AND CITY OF MANSFIELD, TEXAS

Tasks, procedure, contacts and workload responsibilities relating to the placement of adult inmates in the Palo Pinto, Comanche, Red River, Titus, Franklin, Morris, Van Zandt, Bowie, Lamar, Henderson, Upshur County Jails and the City of Mansfield, Texas are identified as follows:

A. Designated Contact Persons:

1. Department of Corrections:

a. County/City Jail Liaison:

Dick Verhagen, Administrator.  
Division of Adult Institutions  
P.O. Box 7925  
Madison, WI 53707-7925  
608 266-6604/FAX 608 267-2323

Alternate:

Cindy O'Donnell, Assistant Administrator  
Division of Adult Institutions  
P.O. Box 7925  
Madison, WI 53707-7925  
608 266-3837/FAX 608 267-2323

c. Bureau of Correctional  
Health Services:

Sharon Zunker, Director  
P.O. Box 7925  
Madison, WI 53707-7925  
608 267-1730/FAX 608 267-1751

Alternate: Wendy DeMotts

Dodge Correctional Institution  
P.O. Box 661  
Waupun, WI 53963-0661  
414 324-5577/FAX 414 324-6288

B. County/City Jail Responsibilities

1. Require that all inmates confined pursuant to the contract be released within the jurisdiction of the sending entity.
2. Require that all inmates records concerning classification, to include conduct records, be reviewed by the receiving entity prior to transfer of the inmate.
3. Require that the receiving entity determine inmate custody level in accordance with Chapter 271 of this title (relating to Classification and Separation of Inmates) to ensure that custody level assignments do not exceed the construction security level availability.
4. Require that inmates with a record of institutional violence, escape, or attempted escape from secure custody are not eligible for transfer.
5. Require that all appropriate medical information be provided prior to transfer, to include certification of tuberculosis screening or treatment.
6. Inventory inmate property and dispose of property per Jail rules in conjunction with inmate's preference.
7. Make cell assignments.
8. Provide necessary clothing, bedding and hygiene items.
9. Ensure that medical, dental, mental health, education, recreation, religious services, visiting, mail, canteen, telephone access, inmate complaint and other general conditions of confinement are made available to or received by inmates from the Department and that these services and programs are not less than that which is provided by the county to other inmates of the County/City Jails.
10. Special funds established to manage the daily per diem rate for services and programs arranged for Department inmates must be expended entirely for inmates from the Department.

11. Notify the respective Department representative by telephone within 24 hours of occurrence incidents involving Department inmates relating to an inmate's death, serious illness or injury that require hospitalization and removal from the facility, escape (including attempt), attempted suicide, and assaults on staff or other inmate. The investigative report must be forwarded to the Department contact person within the next business day of its completion.
12. Maintain disciplinary record of the conduct of inmates from the Department.
13. Provide a written report summarizing the conduct and any disciplinary actions taken when requesting the removal of an inmate from the facility.
14. Provide a method of hearing inmate grievances and concerns for conditions of confinement, work and program assignments.
15. Maintain an inmate account system for use of receiving, disbursing and transferring funds of inmates for canteen and other authorized purchases as may be permitted by the County/City Jails.
16. Provide to the Department contact person information, observations, and progress of each inmate's work and program status and participation.

C. Department Contact Responsibilities

1. Secure files and review records for appropriateness of transfer.
2. Identify program needs of inmate and distribute to appropriate County/City Jail staff.
3. Ensure medical files are received and retained by medical staff of the County/City Jails.
4. Provide and assist County/City Jail administration with training as may be deemed necessary.
5. Assist the County/City Jail staff in the development and modification of programming for inmates.
6. Monitor length of stays and coordinate the return of inmates to Department facilities via Program Review Committee action.
7. Assist the County/City Jail staff in resolving inmate problems.
8. Enforce Departmental Administrative Codes, policies and procedures as may be required for:

- a. Inmate discipline under DOC 303,
  - b. Emergency removals of inmates,
  - c. Receipt and dissemination of reports and records from the counties,
  - d. Parole commission notices and actions,
  - e. Transfer summaries,
  - f. Work and program assignments of inmates,
  - g. Segregation reviews,
  - h. Inmate compensation,
  - i. Special visits for inmates if required by the Counties/City,
  - j. Special placement needs, and
  - k. Reports of daily counts.
9. Receive legal files for Department inmates transferred to the Counties/City.
  10. Perform required sentence calculations and adjustments as may be required.
  11. Provide notifications necessary for Parole Hearings and reporting.
  12. Review medical and dental requirements of inmates as may be recommended by the Counties/City.
  13. Authorize emergency medical and dental care.
  14. Provide notification to Department and Classification for movements to meet medical and dental needs of inmates.
  15. Receive and approve billing from the Counties/City for emergency medical and dental care authorized by the Bureau of Health Services.
  16. Forward approved billing to Bureau of Administrative Services for payment.
  17. Authorize emergency clinical/psychiatric treatment.
  18. Provide notification and arrange placement for clinical treatment.
  19. Receive and approve billing from the Counties/City for emergency treatment.

D. Procedures for Medical, Dental, and Clinical Services Approvals.

1. The Counties/City should take action necessary to provide for emergency care. The Counties/City must notify the Health Services contact person to secure approval for

care as soon as can be arranged and provide the identification of the inmate, type of service, date of approval and anticipated date of service.

2. The Health Services contact person will confirm the need for the emergency care and provide the necessary verbal approval and follow with written approval.
3. The Health Services contact person may arrange for alternative care including a transfer to a Department facility if deemed appropriate rather than concur with the emergency care. Notify Department and Classification contact persons as appropriate to implement emergency transfer.
4. The Counties/City will provide the following documentation to the Health Services contact person within thirty days of the service for payment of the emergency care.
  - a. Identification of inmate
  - b. Date(s) of service
  - c. Type of service and itemizing medical, dental, transportation and security supervision charges.
  - d. Attach copy of Health Services contact person's written approval of service.
  - e. Attach copy of bill from the service provider to the Counties/City that contain itemized listing of services and charges.
5. Upon receipt of the documentation and billing, the Health Services contact person will verify approvals and billing documentation, and approve services for payment. The Health Services contact person will forward billing to the Bureau of Administrative Services for payment.

E. Selection Criteria

1. Medium custody male inmates from the Department of Corrections, Division of Adult Institutions, who at the time of transfer were cleared for Texas County/City Jail placement by health, dental and clinical services.
2. Meet the criteria as specified in Section 297.14 of the Texas Commission on Jail Standards as specified in Section B, numbers 1-5 of this attachment.



# State Historical Society of Wisconsin

816 State Street ♦ Madison, Wisconsin 53706-1488 ♦ 608/264-6400 ♦ Fax: 264-6404

June 1, 1998

TO: Senator Timothy Weeden, Senate Co-Chair  
Representative John Gard, Assembly Co-Chair  
Members of the Joint Committee on Finance

FROM: George Vogt, Director  
State Historical Society

JUN 02 1998

SUBJECT: Request to Create Two GPR Electronics Records Positions

## Brief Summary of the Request

The Society requests the creation of two permanent GPR positions effective July 1, 1998, and supplementation of the appropriation under section 20.245(1)(a) by \$62,900 GPR in 1998-99 for an electronics records program.

## Background of the Request

The State Archives, which is part of the State Historical Society, has statutory responsibility for identifying, preserving and making available all Wisconsin government records with long-term value (regardless of the format). Prior to the enactment of 1993 Wisconsin Act 257, the Society lacked resources to deal with these responsibilities for electronic records of state agencies. That legislation created a four-year pilot electronic records program in the Society beginning July 1, 1994, and ending June 30, 1998, to (a) assist state agencies plan archival management of their electronic records and (b) examine and evaluate options for, develop procedures for and develop by June 30, 1995, and annually update a comprehensive plan for the protection, preservation and accessibility of electronic records of permanent historical value.

Although still being prepared, the final project plan will include "findings" that:

- a. Electronic records are fundamentally different from paper records.
- b. Electronic records access depends on computer hardware, software and

- storage media that have short life spans and quickly become obsolete.
- c. Migrating historically valuable electronic information "forward" can be prohibitively expensive (and sometimes impossible) when existing records were not created with access and preservation in mind.
  - d. State agencies and local governments are requesting policies, technical standards, assistance and training to manage electronic records properly.
  - e. Assessment and preservation of electronic records requires an active archival program committed to dealing with today's records, not just records which have accidentally survived.
  - f. An active electronic records program must include (1) an early assessment of the value of records, (2) the implementation of archives and records management capabilities into electronic records keeping systems and (3) the management of an archival repository (or repositories) that insure ongoing access to valuable electronic records.
  - g. The Society can assist state agencies and preserve and provide access to electronic records with historical value as long as it has ongoing resources.

#### Justification of the Request

Unlike information in a conventional paper format, computerized information is constantly changing to meet the needs of its creators and users. Information with long-term value can quickly be "lost" if retention and access procedures are not established at the start and as part of the operation of an information system. To prevent this loss and manage computerized records effectively, archivists and agency records managers have to work closely with agencies' information specialists in the planning and design stages of new electronic systems. Because Wisconsin has already developed many important electronic systems without plans for archival management, there is a need to analyze existing electronic records and develop long-term preservation plans for them as well. In addition, an archival program for computerized records must provide secure storage for these records and a means of making them available to the public. To meet these responsibilities, the State Archives and state agencies must discuss alternatives for transferring electronic records with long-term value to the Society or preserving and maintaining them at the creating agencies.

The importance of properly managing electronics records is illustrated by the abolition of the Sentencing Commission several years ago. Even though the Commission had accumulated more than a decade's worth of information, the Commission's computer files cannot be opened using any software operating

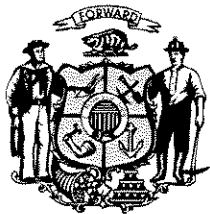
today in state offices because there was inadequate planning before the records were first created. As a result, the important resource represented by that information for analyzing trends in sentencing of convicts is not available today and in the future to decision makers. The establishment of an ongoing electronic records program would fulfill two basic purposes — making sure (a) historically important information is available in the future and (b) the state's investment in computer systems will yield that information without costly future investments.

The Society did not include a request to continue the project in its 1997-99 biennial budget request for two main reasons. First, the project was only half completed when that submission was made. Second, funding requested for the Society's presence in the Northern Great Lakes Center "used" about 75 percent of the 1997-98 target and 60 percent of the 1998-99 target figures for the Society from the State Budget Office in the development of that biennial budget bill. During the development of the 1998 budget adjustment bill, the Society worked with the executive and legislative branches to create an ongoing electronic records program. However, those efforts were not successful. Waiting until the 1999-2001 biennial development process would result in the loss of momentum from the pilot project. Although the Society considered the possibility of reallocating a position(s) to address electronic records issues, short staffing in the agency resulted in a decision not to propose a reallocation(s). The denial of this request would (a) result in the Society discontinuing its involvement with electronics records and (b) undoubtedly cause the loss of historically valuable information.

The four-year electronic records pilot project terminates at the end of this fiscal year. On July 1, the Society's (1)(d) appropriation specifically for that program will be repealed and the \$81,300 GPR for support of and the two authorized project positions for the pilot program will be terminated. In addition, section 44.095 of the Statutes, creating the pilot program, will no longer apply after June 30, 1998. The Society is making this request to continue the momentum of the four-year pilot program. The request assumes the creation of two permanent archival positions (i.e. an Archivist-Senior and an Archivist-Objective) at a total cost of \$51,900 for salary and fringes; \$5,000 of ongoing supplies and services support; and \$6,000 of one-time computer expenses. It is assumed the "new" positions could be filled by November 1, 1998, so the salary and fringe funding amount is only for eight months.

The Society will be represented at the meeting by myself and the State Archivist, Peter Gottlieb.





STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
101 East Wilson Street, Madison, Wisconsin

TOMMY G. THOMPSON  
GOVERNOR  
MARK D. BUGHER  
SECRETARY

Mailing Address:  
Post Office Box 7868  
Madison, WI 53707-7868



June 1, 1998

The Honorable Timothy Weeden, Co-Chair  
Joint Committee on Finance  
1 East Main Street, Suite 203  
Madison, WI 53702

The Honorable John Gard, Co-Chair  
Joint Committee on Finance  
State Capitol, Room 316 North  
Madison, WI 53702

Dear Senator Weeden and Representative Gard:

This letter is intended to be a "Place Hold" for Governor Thompson's 1998 Oil Overcharge Plan, which will come before the Joint Committee on Finance (JCF), at its next regularly scheduled s.13.10 meeting. The Governor is currently reviewing recommendations and will soon be making a decision to be submitted to you, members of the JCF and other required parties. Thank you for your favorable consideration.

Sincerely,

A handwritten signature in cursive script, reading "N. E. Robinson".

**NATHANIEL E. ROBINSON, ADMINISTRATOR**  
Division of Energy and Intergovernmental Relations

JUN 02 1998

Tommy G. Thompson  
Governor

Linda Stewart  
Secretary



State of Wisconsin

Department of Workforce Development

OFFICE OF THE SECRETARY  
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June 1, 1998

The Honorable Tim Weeden  
Senate Chair, Joint Committee on Finance  
119 Martin Luther King Jr. Boulevard, Lower Level 1  
Madison, WI 53702

The Honorable John Gard  
Assembly Chair, Joint Committee on Finance  
315 North State Capitol  
Madison, WI 53702

JUN 01 1998

Dear Senator Weeden and Representative Gard:

The Department of Workforce Development (DWD) requests approval of the Joint Committee on Finance under s. 13.10 to transfer \$11,173,000 GPR in 1998-99 from the Committee's appropriation under s. 20.865(4)(a) to the Department's appropriation under s. 20.445(3)(a) for the operation of the data systems in support of the child support program. In addition, the Department requests the carryover of \$787,000 GPR from 1997-98 to 1998-99 in the appropriation under 20.435(3)(a), authorization for the use of \$695,700 in excess federal matching funds, and approval of 6.0 (2.04 GPR) new FTE project positions in the Bureau of Child Support to support the implementation of the federal Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) and the operation of the KIDS system.

1997 Wisconsin Act 27 provided GPR funding of \$11,140,600 in 1997-98 and \$11,055,900 in 1998-99 for the development and operation of KIDS. However, the Joint Committee on Finance (JFC) placed one half of the GPR (\$5,570,300) for 1997-98 and all of the GPR for 1998-99 (\$11,055,900) in the Committee's appropriation. The Committee directed the Department to request release of the funds under s. 13.10 after the review of the system is completed by the Legislative Audit Bureau and additional information became available regarding mainframe charges and DWD's progress in completing welfare reform change orders. Act 27 also placed \$117,100 GPR in the Committee's appropriation in 1998-99 for the implementation of centralized receipt and disbursement (CRD) of child support collections.

In December 1997 the Committee approved the release of an additional \$5,231,800 GPR in 1997-98 for the development and operation of KIDS for the remainder of fiscal year. The balance of \$338,500 GPR remains in the Committee's appropriation. For 1998-99, the full amount of \$11,055,900 GPR provided for KIDS and the \$117,100 GPR for CRD also remains in the Committee's appropriation, for a total of \$11,173,000 in 1998-99 for the operation of child support data systems.



The Honorable Tim Weeden  
The Honorable John Gard  
June 1, 1998  
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In the December s. 13.10 meeting, the Department was directed to provide the Committee with specific information from the LAB review related to the KIDS system. The Department provided the Committee a series of reports related to these items on May 15, 1998. These reports included efforts of the Department to (1) improve system processing efficiency; (2) change the level of DWD participation in KIDS; (3) provide for additional testing and training; (4) complete system certification, implement and operate the new hire reporting system and operate the unemployment benefit intercept program; (5) finalize county priority requests for KIDS enhancements; and (6) implement the CRD project.

One of the LAB recommendations was for the Department to dedicate \$1.25 million GPR that became available to the Department when enhanced 90% federal funding was received by the Department for costs previously paid at the regular 66% match rate. The Department proposes using \$695,700 of the excess federal funding (\$2,046,200 All Funds) in 1998-99 to address the county requests for KIDS enhancements. Counties have identified these projects as their top priority changes. The Department will request use of the remaining \$554,300 for additional KIDS changes in 1999-2000 in a separate correspondence.

On March 2, 1998, the federal Department of Health and Human services issued a notice of proposed rulemaking in which the proposed allocation of enhanced 80 percent federal funding approved in PRWORA was distributed to the states. Wisconsin's share of the funds amounted to \$8,162,828. Should this amount remain when the final rule is issued, the Department has through FFY 2001 to expend that amount of 80% funding on PRWORA changes. As the Department has not received final approval of its Advance Planning Document (APD) at this time, this request budgets only the DWD Bureau of Information Technology Services (BITS) and IBM staff time working on the PRWORA changes at the 80% federal match rate.

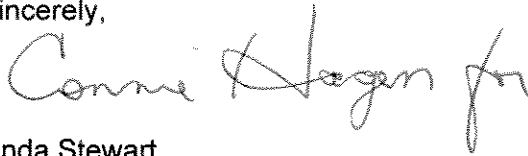
The Department currently projects GPR underspending for KIDS in 1997-98 of \$4,205,600 (\$1,038,600 GPR). The current estimate is that the Department will require total funding in 1998-99 of \$37,894,400 (\$12,655,700 GPR) for the operation of and further modifications to KIDS and for developing and operating the new hires and CRD systems in 1998-99. The total GPR funding budgeted 1998-99 for all child support systems is \$11,173,000 in 1998-99. With the use of \$695,700 of the \$1,250,000 excess federal funding in 1998-99, the difference between funding available and state funding need is \$787,000 (\$12,655,700 - \$11,173,000 - \$695,700). We request that the \$787,000 difference be transferred from the Department's funding available in 1997-98 to 1998-99. The balance of \$251,600 GPR would be lapsed to the general fund.

Attached is a chart detailing this s. 13.10 request. Providing the \$11,863,700 GPR and using the \$690,700 excess federal funding is projected to be sufficient to fully fund KIDS, CRD, and other automated child support systems in 1998-99. The balance of \$338,500 from 1997-98 would remain in the JFC's appropriation. Given the uncertainty in estimating the costs of large systems development and operation, we respectfully request that this amount not be committed for any other purposes.

The Honorable Tim Weeden  
The Honorable John Gard  
June 1, 1998  
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Ms. Jean Rogers, Administrator for the Division of Economic Support, will represent the Department at the s. 13.10 meeting.

Sincerely,

A handwritten signature in cursive script, appearing to read "Linda Stewart for".

Linda Stewart  
Secretary

KIDS BUDGET SFY 99			
	Total	GPR	FFP
<b><u>BITS</u></b>			
Staff-BITS	1,457,800	495,700	962,100
Staff - Welfare Reform-BITS	777,500	155,500	622,000
Network Support - Fixed	830,900	282,500	548,400
Apps Development/Database Servers	353,100	120,100	233,000
Mainframe Activities	917,300	311,900	605,400
	<b>\$4,336,600</b>	<b>\$1,365,700</b>	<b>\$2,970,900</b>
<b><u>Contracts</u></b>			
Maintenance-IBM	3,683,200	1,252,300	2,430,900
County Priority Requests	2,046,200	695,700	1,350,500
PRWORA Requirements-IBM	2,660,100	532,000	2,128,100
Other Staffing Contracts	1,693,600	575,800	1,117,800
D&T Programming/KIDS modifications	0	0	0
	<b>\$10,083,100</b>	<b>\$3,055,800</b>	<b>\$7,027,300</b>
<b><u>PRWORA Projects</u></b>			
New Hire	1,387,400	471,700	915,700
Centralized R & D	6,205,000	2,109,700	4,095,300
W2/Welform Reform - Feeder Data Bases	1,377,800	498,000	879,800
	<b>\$8,970,200</b>	<b>\$3,079,400</b>	<b>\$5,890,800</b>
<b><u>DOA/Infotech</u></b>			
IT Main Frame	9,000,000	3,193,700	5,806,300
DOA Router Pro-rate	0	-	-
1-800 numbers	300,000	102,000	198,000
Telecommunications (IT Connectivity)	904,600	397,100	507,500
	<b>\$10,204,600</b>	<b>\$3,692,800</b>	<b>\$6,511,800</b>
<b><u>S&amp;S</u></b>			
Capital/Installation/infrastructure upgrades	100,000	34,000	66,000
Centralized Mailing	1,708,900	581,000	1,127,900
Credit Bureau Reports	40,000	13,600	26,400
IT E-Mail	50,000	17,000	33,000
KIDS S&S	200,000	68,000	132,000
	<b>\$2,098,900</b>	<b>\$713,600</b>	<b>\$1,385,300</b>
<b><u>DES-Wide Costs</u></b>			
Contract Staff	39,100	13,300	25,800
Network Support - FTE	210,900	71,700	139,200
Maintenance	25,000	8,500	16,500
General S&S	1,926,000	654,900	1,271,100
	<b>\$2,201,000</b>	<b>\$748,400</b>	<b>\$1,452,600</b>
<b>Total KIDS</b>	<b>\$37,894,400</b>	<b>\$12,655,700</b>	<b>\$25,238,700</b>
<b>SFY 99 KIDS Budget in JFC</b>	<b>\$30,547,200</b>	<b>\$11,055,900</b>	<b>19,491,300</b>
<b>SFY 99 CR&amp;D Funding in JFC</b>		<b>\$117,100</b>	
<b>Excess Fed Funds</b>		<b>\$695,700</b>	
<b>SFY 98 GPR Carryover</b>		<b>\$787,000</b>	
<b>Total Funds Available</b>		<b>\$12,655,700</b>	



State of Wisconsin / OFFICE OF THE COMMISSIONER OF INSURANCE

Tommy G. Thompson  
Governor

Randy Blumer  
Commissioner

June 1, 1998

121 East Wilson Street  
P.O. Box 7873  
Madison, Wisconsin 53707-7873  
(608) 266-3585

JUN 01 1998

To: Senator Tim Weeden, Co-Chair  
Representative John Gard, Co-Chair  
JOINT COMMITTEE ON FINANCE

From: Randy Blumer  
Acting Commissioner of Insurance

The Office of the Commissioner of Insurance (OCI) under s. 13.10 requests an increase for FY 1999 of \$ 546,200 in expenditure authority in s. 20.145 (2)(u), the Patient Compensation Fund, Administration appropriation. The Office of the Commissioner of Insurance (OCI) under s. 16.505/515 also requests an increase for FY 1999 of \$ 83,500 in expenditure authority in s. 20.145(1)(k), the Supervision of the Insurance Industry, Administrative and Support Services

**Background**

The Patients Compensation Fund was created in 1975 to provide excess medical malpractice insurance for Wisconsin health care providers. The Fund is governed by a 13-member Board of Governors (Board) that consists of 3 insurance industry representatives, a member named by the Wisconsin Academy of Trial Lawyers, a member named by the State Bar Association, 2 members named by the State Medical Society of Wisconsin, a member named by the Wisconsin Hospital Association, 4 public members appointed by the Governor, and the Commissioner of Insurance who serves as the chair. The Fund's administrative staff is provided by OCI.

The Board is assisted by an Underwriting and Actuarial Committee, a Legal Committee, a Claims Committee, an Investment/Finance and Audit Committee, a Risk Management Steering Committee, and a Peer Review Council. The Board and its committees meet quarterly.

The Fund operates on a fiscal year basis – July 1 through June 30. Administrative costs, operating costs, and claim payments are funded through assessments on participating health care providers.

When the Fund was created in 1975 it was run on a manual system. At the time that it was determined to computerize the system, it was decided that Wausau Insurance would provide the services and that the Fund would be able to access the information. Over time, Wausau Insurance contracted some of the information technology (IT) services to an outside vendor. Several years ago, it was determined that the Fund needed to contract directly with the outside vendor, and that it should not be done as part of any other contract with Wausau Insurance.

The Request For Proposal (RFP) procurement process was followed and the current vendor was again selected for the next three year term (three one year contracts). The vendor, Athena Group Inc., entered into a contract directly with OCI on behalf of the Fund.

One of the company's vice presidents (Bob Dallman), took on the Fund project single-handedly. He worked directly with Fund staff as well as people at Wausau as necessary. (The hardware and data is still maintained in Wausau who continue to hold the claims processing contract). The programmer worked from his home in Idaho, and was in daily contact with fund staff via telephone or e-mail. He initiated programs and generated correspondence and bills as was necessary.

Last December, Mr. Dallman died unexpectedly. After his death we discovered that there was little or no documentation of the systems and that many system references were idiosyncratic and obscure. In effect there no one else at the company who could step in and not only keep the Fund running, but make all requested program changes and improvements. During the course of the next couple of months after Mr. Dallman's death additional concerns regarding documentation of the system can into play, particularly concerning the year 2000 project, and the fact that little or no documentation existed for the programs or for the data base further complicated the situation. It had been our understanding at that Mr. Dallman was already working on the Y2K project and our time frame would be met, and would be within the then current budget.

The Fund is currently facing two critical IT related issues. One recovering from the untimely death of the consultant. The second is the year 2000 project (Y2K) and the need to upgrade the version of Oracle software that the company (Oracle) will no longer support as of today, June 1, 1998. Therefore, significant work and upgrades are necessary and must be done immediately. The time issue is of great importance since the system is still maintained at Wausau Insurance and they have completed their upgrade to a new version of Oracle.

The Y2K issue is of a critical nature. Beginning in November of this year, the fund will be receiving primary coverage information for our health care providers with effective dates which expire in the year 2000. Our vendor, Athena, first provided us with a very rough estimate of 500 hours to recover and to correct the Y2K situation. They have since amended this to almost 3500 hours. Even this is an estimate and could potentially rise since the new programmers are still running into problems in identifying all programs and potential Y2K issues.

The cost is expected to run as high as \$500,000 for the Y2K project itself. Athena will be hiring additional programmers to meet our deadline. They have submitted an addendum to the current contract that they feel is necessary to hire additional staff.

If the system is not Y2K compliant by November, 1998, we will be receiving certificates with termination dates of 2000 and the system will not be able to recognize them and bill accordingly. The system automatically generates bills based upon the primary insurance certificates submitted. There are approximately 11,000 fund participants who are billed in excess of \$50 million in assessments annually (statements are run quarterly). Assessments, are billed to providers who submit payment to a lock box. A program is run which updates the providers account. Any provider who does not pay the assessment or have current coverage documented in the system is in noncompliance - reported to Regulation and Licensing and runs the risk of having their license to practice suspended. So it is imperative that the system be ready to process any Y2K information by the end of November, 1998.

### Cost Analysis

The costs of the Y2K and Oracle upgrade and licenses are as follows:

Y2K:

<u>Program Components</u>	<u>Coding Time Required</u>
Shell Scripts	155 hours
C Programs	224 hours
Reports	848 hours
Forms	2,145 hours
Total =	3,372 hours
	X \$100 per hour
	\$337,200

Oracle upgrade and licenses:

<u>System Upgrade</u>	<u>Cost</u>
Upgrade to AIX v4.2.2	\$175
AIX licenses	960
AIX Des Encryption	75
JBS Multiview	75
WIC project lead	1,400
WIC Platform Support Group	1,232
Oracle Upgrade (AGI)	1,562
Total =	\$ 5,479
Oracle licenses	\$100,000
Oracle maintenance	\$ 20,000

In addition to the Y2K programming and the Oracle upgrade, an Information Systems (S) Project Leader Specialist will be needed. This Information Systems (S) Project Leader Specialist will be highly involved in the upgrade process so that this personal will be knowledgeable about the project and can maintain this project in the future.

The cost of the Information Systems (S) Project Leader Specialist will be:

Salary	\$26.975 per hour
Hours	X 2,080 hrs
Total	\$56,108
Fringe	\$20,008
Total Salary and Fringe	\$76,116

Ongoing supplies and services \$900

One-time expenses:

Systems furniture	\$3,500
Computer and software	3,000

The Information Systems (S) Project Leader Specialist will be funded through the OCI's program revenue service appropriation. Therefore, expenditure will be needed in the program revenue service appropriation plus a



corresponding amount in the Patients Compensation Fund Administrative Fund to provide the revenues to the program revenue service appropriation.

Alternatives:

The alternatives are as follows:

- 1) Provide \$546,200 of expenditure authority in s. 20.145 (2)(u), the Patient Compensation Fund - Administration appropriation and 1.0 FTE and \$83,500 (\$77,000 of this as ongoing funding) in s. 20.145(1)(k), the Supervision of the Insurance Industry, Administrative and Support Services.
- 2) Provide \$546,200 of expenditure authority in s. 20.145 (2)(u), the Patient Compensation Fund - Administration appropriation and 1.0 Project FTE and \$83,500 in s. 20.145(1)(k), the Supervision of the Insurance Industry, Administrative and Support Services. This is the same as alternative 1 but the Information Systems (S) Project Leader Specialist will be project position and OCI will submit a request in the 1999-2000 Biennial budget to have the position changed to a permanent position. This alternative is not as desirable as alternative #1 because the expertise that the project position gains will be lost when the project position ends and the new permanent position is hired.
- 3) Provide \$546,200 of expenditure authority in s. 20.145 (2)(u), the Patient Compensation Fund - Administration appropriation and 1.0 Project FTE and \$83,500 in s. 20.145(1)(k), the Supervision of the Insurance Industry, Administrative and Support Services. This is the same as alternative 1 but the Information Systems (S) Project Leader Specialist will be an LTE position and OCI will submit a request in the 1999-2000 Biennial budget to have the position changed to a permanent position. This alternative is not as desirable as alternative #1 because the expertise that the LTE gains will be lost when the LTE leaves and the new permanent position is hired.